EXHIBIT A

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

Steve Weinberg, Plaintiff, vs. National Football League Players Association, Richard Berthelsen, Gene Upshaw, Tom DePaso, Trace Armstrong, Roger Kaplan, John Collins, Keith Washington, Tony Agnone, Howard Shatsky, and Mark Levin, Defendants.	§ § § § § § § § § § § §	Civil Action No. 3-06-CV2332-B **ECF**

NFLPA DEFENDANTS' SUPPLEMENTAL AUTHORITY IN SUPPORT OF THEIR MOTION TO COMPEL ARBITRATION AND TO DISMISS THE PETITION

On April 4, 2007, the United States District Court for the Central District of California issued Civil Minutes in a case styled *Kauffman v. Wallace*, CV 07-744 AHM (JTLx) (N.D. Cal. filed January 12, 2007) in which the court compelled the plaintiff to arbitrate his state law tort claims pursuant to the arbitration provisions of the National Basketball Players Association's Agent Regulations. The NFLPA Defendants believe this recent decision is persuasive that Plaintiff's intentional tort claims are also subject to arbitration. The NFLPA Defendants respectfully direct the Court to the attached decision.

Dated: April [ ], 2007

Respectfully submitted,

Ralph I. Miller
Texas Bar No. 14105800
Aaron D. Ford
Texas Bar No. 24034445
WEIL, GOTSHAL & MANGES LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Facsimile: (214) 746-7777
ralph.miller@weil.com
aaron.ford@weil.com

Jeffrey L. Kessler (*pro hac vice*)
Adam J. Kaiser (*pro hac vice*)
David Greenspan (*pro hac vice*)
Molly Donovan (*pro hac vice*)
DEWEY BALLANTINE LLP
1301 Avenue of the Americas
New York, NY 10019-6092
Telephone: (212) 259-8000
Facsimile: (212) 259-6333
jkessler@deweyballantine.com
akaiser@deweyballantine.com
dgreenspan@deweyballantine.com
mdonovan@deweyballantine.com

ATTORNEYS FOR THE NFLPA DEFENDANTS

CERTIFICATE OF SERVICE

On April ____, 2007, I electronically transmitted the foregoing document using the ECF system for filing and transmittal of a Notice of Electronic Filing to those parties registered for ECF in this case. I further certify that the foregoing document was served on all counsel of record by ECF.

____
Aaron D. Ford

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 07-744 AHM (JTLx)	Date	April 2, 2007
Title	STEVEN A. KAUFFMAN V. BEN WALLACE		

Present: The Honorable A. Howard Matz

Stephen Montes	N/A	
Deputy Clerk	Court Reporter / Recorder	Tape No.

Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:
No Appearance	No Appearance

Proceedings: In Chambers

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I. SUMMARY

Prominent NBA basketball player Defendant Ben Wallace has filed this motion to compel arbitration of the defamation action brought against him by his former agent, Plaintiff Steve Kauffman. For the following reasons, the Court GRANTS Defendant's motion to compel arbitration.

II. FACTUAL AND PROCEDURAL BACKGROUND

The determination of whether to compel arbitration turns on the existence and application of a binding arbitration clause. There are two contracts, both with binding arbitration clauses, that are at issue in this case. First, there is the fee agreement between Wallace and Kauffman. Second, there is the National Basketball Players Association Regulations Governing Player Agents ("NBPA Regulations"). Because the arbitration clause in the Wallace-Kauffman fee agreement incorporates the arbitration clause in the NBPA Regulations, the Court will focus on only the operative language in the NBPA Regulations.

A. The NBPA and Its Regulations

Section 5 of the NBPA Regulations designates arbitration as the "exclusive process for resolving any and all disputes *that may arise from* denying certification to an agent or from the interpretation, application, or enforcement of these [NBPA] Regulations and the resulting fee agreements between player agents and individual players." (Declaration of Ronald Klempner ("Klempner Decl.") ¶ 4, Ex. A at 19 (emphasis added)). Section 5 further specifies that the arbitration provision

> shall apply with respect to two types of disputes that may arise under these Regulations;
>
> (1) The Committee on Agent Regulation denies an Application for Certification and the applicant wishes to appeal from that action; and
>
> (2) a dispute arises *with respect to* the *meaning, interpretation, or enforcement of a fee agreement* (described in Section 4 [of the NBPA Regulations]) between a player and his agent.

(*Id.* at 20) (emphasis added).

It is the second type of dispute that is at issue here.

B. The Kauffman-Wallace Relationship and Their Standard Player Agent Contract

Kauffman was Wallace's Player Agent ("PA") when Wallace joined the Detroit Pistons prior to the 2000-2001 season. (Declaration of Steve Kauffman ("Kauffman Decl.") ¶¶ 4,5; Compl. ¶ 6). Pursuant to the NBPA Regulations, all Standard Player Agent Contracts ("SPACs") must include a standard 4% commission for PAs, but the NBPA allows players and PAs to agree to a lesser amount of compensation. (*See* Klempner Decl. ¶ 13; Compl, ¶ 8). On March 15, 2004, Wallace and Kauffman executed a new SPAC. Section 3(B) of the March 15, 2004 SPAC included the boilerplate clause for the standard 4% commission. (Compl., Ex. A at 24). In the space below, however, a handwritten statement said "See attached addendum to the Standard Player Agent Contract." (*Id.*).

The Addendum provided that "[p]ursuant to Paragraph 3 (Compensation for Services), section B in the Standard Player Agent Contract [,] the parties have agreed to" a "lesser percent or amount" in certain specified circumstances. (*See* Compl. ¶9). However, according to Ronald Klempner, the Associate General Counsel of the NBPA, the Addendum did not prevent Kauffman from claiming a percentage-based compensation if he negotiated a contract below the maximum amount allowed by the

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NBA's Collective Bargaining Agreement with any team other than the Detroit Pistons, for whom Wallace played at the time. (*See* Klempner Decl. ¶¶ 17, 18). Wallace apparently came to believe that Kauffman had agreed orally to waive the right to a percentage-based compensation in *all* circumstances and that Kauffman intended to breach that agreement by seeking a percentage commission. (Compl. ¶ 13). In mid-November, 2005, Wallace's representative called Kauffman to notify him that he was fired. (*Id.*).

C. The Interview

On January 15, 2006, Wallace was interviewed by Chris McCosky, a reporter with the *Detroit News*. During the course of that interview, Wallace allegedly discussed Kauffman's termination and was reported to have said that "[w]e had agreed that [Kauffman] would start charging me an hourly rate. He agreed to that, but when I was looking over the contract and I saw where it said if I don't sign an extension or maximum deal, it would go back to paying him four percent." (Compl. ¶ 18 and Ex. B at 30. He then reportedly stated that he "didn't know if [Kauffman] was trying to pull a fast one on me or not, but I know he knows me a lot better than that." (*Id.*). These comments were published in the January 15, 2006 *Detroit News*. (*See* Compl., Ex. B).

D. This Lawsuit and the Existing Arbitration

On January 12, 2007, Kauffman filed a complaint in Superior Court of the State of California for the County of Los Angeles. The Complaint seeks declaratory relief for alleged defamation and trade libel resulting from Wallace's reported comments to McCosky. Defendant removed the complaint to this Court on January 31, 2007.

A few days later, on January 18, 2007, Kauffman informed Wallace that he was notifying the NBPA lawyer Klempner that he would seek arbitration to "preserve [his] rights to collect monies owed" to him under the March 15, 2004 SPAC. (*See* Klempner Decl. ¶ 16 and Ex. C). On February 8, 2007, Wallace answered Kauffman's grievance and filed a counter-grievance contending that Kauffman violated the March 15, 2004 SPAC and his fiduciary duties arising thereunder. (*Id.* ¶ 27 and Ex. D).[1]

[1]Plaintiff Kauffman contends that his arbitration demand is required by the NBPA because it is a claim for a disputed fee, but that the NBPA does not mandate that his

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III. LEGAL STANDARD

The Federal Arbitration Act ("FAA") provides that a written agreement to arbitrate in a contract involving interstate commerce "shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2. The effect of § 2 is "to create a body of federal substantive law of arbitrability applicable to any arbitration agreement within the coverage of the Act." *Moses H. Cone Memorial Hospital v. Mercury Construction Corp.*, 460 U.S. 1, 24 (1983). Section 2 also establishes a "liberal federal policy favoring arbitration," which requires courts to resolve any doubts concerning arbitrability or the scope of arbitrable issues in favor of arbitration, *id.*, and to "rigorously enforce agreements to arbitrate." *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213, 221, 105 S.Ct. 1238, 1242, 84 L.Ed.2d 158 (1985). Therefore, a district court must compel arbitration "unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute." *Marchese v. Shearson Hayden Stone, Inc.*, 734 F.2d 414, 419 (9th Cir. 1984) (citation omitted).

However, "arbitration is a matter of contract, and a party cannot be required to submit any dispute which he has not agreed so to submit. Thus, as with any other contract, the parties' intentions control, but those intentions are generously construed as to issues of arbitrability." *Three Valleys Mun. Water Dist. v. E.F Hutton & Co., Inc.*, 925 F.2d 1136, 1139 (9th Cir.1991) (citations omitted). Nor can a party be required to arbitrate where grounds exist which would justify the revocation of the underlying contract. *Doctor's Assocs., Inc. v. Casaraotto*, 517 U.S. 681, 687, 116 S.Ct. 1652, 1656, 134 L.Ed.2d 902 (1996) ("[G]enerally applicable contract defenses, such as fraud, duress, or unconscionability, may be applied to invalidate arbitration agreements without contravening § 2.").

The FAA permits "a party aggrieved by the alleged failure, neglect, or refusal of another to arbitrate under a written agreement for arbitration [to] petition any United States District Court ... for an order directing that ... arbitration proceed in the manner provided for in [the arbitration] agreement." 9 U.S.C. § 4. Upon a showing that a party has failed to comply with a valid arbitration agreement, the court must issue an order

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complaint for defamation be arbitrated or consolidated with the fee dispute. (*See* Opp. at 11).

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compelling arbitration. *Cohen v. Wedbush, Noble Cooke, Inc.*, 841 F.2d 282, 285 (9th Cir.1988). As the Ninth Circuit has explained:

> By its terms, the [FAA] "leaves no place for the exercise of discretion by a district court, but instead mandates that district courts shall direct the parties to proceed to arbitration on issues as to which an arbitration agreement has been signed." The court's role under the [FAA] is therefore limited to determining (1) whether a valid agreement to arbitrate exists and, if it does, (2) whether the agreement encompasses the dispute at issue. If the response is affirmative on both counts, then the [FAA] requires the court to enforce the arbitration agreement in accordance with its terms.

Chiron Corp. v. Ortho Diagnostic Sys., Inc., 207 F.3d 1126, 1130 (9th Cir. 2000) (*citing Dean Witter Reynolds, Inc.*, 470 U.S. at 218, 105 S.Ct. at 1241.)

IV. ANALYSIS

Courts analyze two issues in determining whether a party must submit to arbitration: (1) whether there is a valid agreement to arbitrate between the parties; and (2) whether the dispute in question falls within the scope of the arbitration agreement. *See Chiron Corp.*, 207 F3d at 1131 (compelling arbitration where existence of agreement was undisputed and arbitration provision was broad in scope). As noted above, the arbitration clause contained in the March 15, 2004 SPAC incorporates the NBPA Regulations. Because I find that the NBPA Regulations require arbitration of this case, I do not separately analyze the applicable language contained in the March 15, 2004 SPAC.[2]

A. Scope of the Arbitration Clauses

There is no dispute that Kauffman is bound by the NBPA Regulations.

[2]It is, however, noteworthy that section 7 of the SPAC ("Arbitration Resolution of All Disputes Arising Out of this Agreement") is broadly written. It requires arbitration of "any and all disputes . . . involving the obligations of the parties . . . ." (Compl., Ex. A at 25).

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There is also no dispute that these Regulations designate arbitration as the exclusive process for resolving disputes that "arise from" the interpretation, application or enforcement of fee agreements between players and their agents, including disputes "with respect to" such matters. (*See* Klempner Decl., Ex. A at 19-20). The parties, however, disagree as to whether that language mandates arbitration of Kauffman's defamation claim.

1. The Arbitration Provision in the NBPA Regulations

As noted above at pages 1-2, Section 5 of the NBPA Regulations provides, in pertinent part, that "the arbitration process shall be the exclusive method for resolving any and all disputes that may arise from the interpretation, application or enforcement of [the] NBPA regulations and the resulting fee agreements between player agents and individual players." The section further specifies that the arbitration requirement applies to disputes that "arise with respect to the meaning, interpretation, or enforcement of a fee agreement . . . ." (Klempner Decl. Ex. A at 19-20).

Kauffman argues that the provisions in Section 5 contain limiting language that require arbitration in only very narrow circumstances. (Mot. at 10-11). In support of this argument, he points to the presence of the word "arising" in both clauses of Section 5 and argues that such clauses must be construed narrowly under *Mediterranean Enterprises v. Ssangyong*, 708 F.2d 1458 (9th Cir.1983) (clause encompassing "any disputes arising hereunder") and *Tracer Research Corp. v. Nat'l Env't Servs., Co.*, 42 F.3d 1292, 1295 (9th Cir. 1994) (clause encompassing "any controversy or claim arising out of this Agreement").

The mere presence of the word "arising," however, does not require a narrow interpretation. It is true that in both *Mediterranean Enterprises* and *Tracer Research Corp.*, the Ninth Circuit held that the parties' dispute was not covered by the particular arbitration clause at issue. Both decisions, however, did not rely on the mere presence of the term "arising" but rather turned on the view that the language providing for arbitration of disputes "arising hereunder" and "arising out of this agreement" is relatively narrow. Although *Mediterranean Enterprises* did hold that "'arising hereunder' means 'arising under the contract itself' and [is] not intended to cover 'matters or claims independent of the contract or collateral thereto'," 708 F.2d at 1463, it also noted that the phrase "'[a]ny controversy or claim arising out of or relating to this agreement'" is "intended to cover a broader spectrum of disputes . . .." *Id.*, n.5. Moreover, it upheld the district court's decision to submit a related tort claim (for breach of fiduciary duty) to arbitration.

Mediterranean Enterprises and *Tracer Research* do not govern here. Nowhere in Section 5 of the NBPA Regulations do the phrases "arising under" or "arising out of" appear. Rather, that section contains the phrases "arising from" and "arising with respect to." Unlike the terms "arising under" and "arising out of," the terms "arising from" and "arising with respect to," are construed expansively. *See Johnston v. Beezer Homes Texas, L.P.*, 2007 WL 708555, at *1 (N.D. Cal. March 2, 2007) (clause covering "all claims or disputes . . . arising from this Agreement" is broad); *Boston Telecommunications Group, Inc. v. Deloitte Touche Tohmatsu*, 278 F.Supp. 2d 1041, 1048 (N.D. Cal. 2003) (clause covering disputes "arising out of the interpretation of this agreement or with respect to the conduct of the . . . business" is broad).

The Ninth Circuit's decision in *Simula, Inc. v. Autoliv, Inc.*, 175 F.3d 716 (9th Cir. 1999) ("*Simula*"), governs this case. In *Simula*, plaintiff alleged antitrust, Lanham Act, trade secret, and defamation claims. The plaintiff was the inventor of an automotive device and the defendant was a supplier of components. Their contract contained the following arbitration provision:

> All disputes arising *in connection with* this Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules.

Id. at 720 (emphasis added). The Ninth Circuit affirmed the district court's ruling granting the supplier's motion to compel arbitration. The *Simula* Court expressly rejected the contention that this clause should be interpreted as narrowly as the clauses in *Mediterranean Enterprises* and *Tracer Research*:

> Simula cites both *Mediterranean Enter.* and *Tracer Research* to support its contention that the disputed arbitration clause should be narrowly construed. Neither of these cases, however, controls the language in the present clause: *Mediterranean Enter.* interpreted a clause providing for any disputes "arising hereunder," and *Tracer Research* involved an

> arbitration clause providing for arbitration of claims "arising out of" the agreement. Such language is considerably more narrow in scope than the language at issue here.

Id. at 720 n. 3. Following precedent from other circuits, the Ninth Circuit instead found that the clause "arising in connection with" should be "expansively interpreted":

> Every court that has construed the phrase "arising in connection with" in an arbitration clause has interpreted that language broadly. We likewise conclude that the language "arising in connection with" reaches every dispute between the parties having a significant relationship to the contract and all disputes having their origin or genesis in the contract . . . To require arbitration, Simula's factual allegations need only "touch matters" covered by the contract containing the arbitration clause and all doubts are to be resolved in favor of arbitrability.

Id. at 721. Applying this rule of construction, the *Simula* Court held that the plaintiff's claims for antitrust violations, Lanham Act violations, defamation and misappropriation of trade secrets were all subject to arbitration. *Id.* at 721-725.

As to the defamation claim, the Ninth Circuit noted that the plaintiff-inventor's "defamation claims hinge upon the allegedly false statements made by [the supplier] about the [inventor's] system. [The inventor's] defamation claims are similarly referable to arbitration because the purported defamatory conduct arose out of [the supplier's] performance as exclusive distributor . . . ." *Id.* at 724. So, too, here: Kauffman's claims arise out of Wallace's criticism of his performance as a player agent. As the Ninth Circuit stated in *Simula*, ". . . [d]efamation claims are arbitrable if the claim arises out of the agreement . . . [and where] [the] tort claim is based in substantial part on [the] contractual rights and responsibilities of [the] parties . . . ." *Id.* at 724.

The arbitration provision at issue here covers all disputes that "arise from" and "with respect to" the meaning, interpretation or enforcement of fee agreements between players and agents. This language appears to be the functional equivalent of the "in connection with" language at issue in *Simula* and should not be construed in the same manner as the "arising under" or "arising out of" language that was narrowly construed in *Mediterranean Enterprises* and *Tracer Research*. Therefore, under *Simula*, Plaintiff's

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action does not fall outside the scope of the arbitration clause unless the Court can say with "positive assurance," *Marchese*, 734 F.2d at 419, that the claims either do not have any significant relationship to the "meaning, interpretation or enforcement" of the SPAC or do not have their origin or genesis in the SPAC. *See Simula*, 175 F.3d at 721.

Here, the Complaint not only attached and incorporated the SPAC, but is replete with allegations concerning the meaning of the SPAC, whether Plaintiff intended to enforce the SPAC as written, and what the parties interpreted the SPAC to mean. (*See, e.g.*, Compl. ¶¶ 7-9 (how Kauffman drafted the March 15, 2004 SPAC); *id.* ¶ 8 (meaning and purpose of the Addendum attached to the March 15, 2004 SPAC); *id.* ¶ 12 (Kauffman's performance under the contract; *id.* ¶ 13-14 (Kauffman's and Wallace's intentions concerning compliance with the contract)). In addition, Plaintiff filed a declaration in support of his opposition to this motion that makes repeated references to the meaning and interpretation of the March 15, 2004 SPAC. (*See* Kauffman Decl. ¶¶ 8, 9 (discussing language in the SPAC); *id.* ¶¶ 10, 18 (discussing Kauffman's intent in drafting the SPAC)). Indeed, it is clear that Kauffman cannot litigate his claim for defamation without repeatedly referring to the March 15, 2004 SPAC. Merely determining whether Wallace's purported statements were true–which would be an absolute defense to the claim of defamation–will require reference to the meaning of the March 15, 2004 SPAC.

In sum, the Court cannot say with "positive assurance" that Plaintiff's claims against Wallace bear no substantial relationship to the fee agreement between Wallace and Kauffman. *See Zolezzi v. Dean Witter Reynolds, Inc.*, 789 F.2d 1447, 1450-51 (9th Cir. 1986) (defamation allegation resulting from a statement about mishandling client accounts were related to employment and were governed by arbitration provision of the employment contract because those statements related to his handling of customer accounts while employed by the company); *Saari v. Smith Barney, Harris Upham & Co., Inc.*, 968 F.2d 877, 883-884 (9th Cir. 1992) (slander allegation resulting from statement that plaintiff had stolen client's money from the desk of a coworker related to employment because it implicated plaintiff's job as a broker); *Pyramid Travel, Inc. v. Sri Lankan Travel, Inc.*, 2000 WL 34017119, at *4 (C.D. Cal. Sept. 18, 2000) (Mot., Appendix Ex. C), *aff'd* 64 Fed. Appx. 70 (9th Cir. 2003) (plaintiff's claims that the defendant made libelous statements that plaintiff was "unscrupulous" and engaged in unlawful acts were subject to mandatory arbitration under the FAA).

2. The Timing of the Allegedly Defamatory Statements

Plaintiff also argues that the arbitration provisions do not apply to a dispute arising from statements made after the termination of a fee agreement between a player and his agent. However, the issue is not when the allegedly defamatory statements were made, but rather whether the statement relates to the period in which the contract applied. *See Zolezzi*, 789 F.2d at 1450 (referring to arbitration a defamation action based on statements made by employer after termination of the parties' employment agreement); *Pyramid Travel, Inc.*, 2000 WL 34017119 at *4-5 (referring to arbitration a libel claim based on statements made after the parties terminated their agency agreement). The contractual arbitration provision may "be applied to independent tort claims arising after the conclusion of the agreement such as Plaintiffs' libel and negligence claims." *Pyramid Travel, Inc.*, 2000 WL 34017119 at * 5. As discussed above, Defendant's allegedly defamatory statements relate to significant aspects of his contract with Kauffman and Kauffman's performance as an NBA player agent. Accordingly, the fact that Wallace allegedly made these statements after the parties terminated their employment relationship does not alter the conclusion that the parties are subject to arbitration.

B. The Stay and Dismissal Motions

The Court DENIES Defendant's alternative request to dismiss the complaint, but STAYS this matter pending the outcome of the arbitration.

V. CONCLUSION

For the foregoing reasons, and good cause appearing therefor, I GRANT the motion of Defendant Wallace to compel arbitration.[3] This case will be stayed pending the arbitration. The parties are to file a joint status report every ninety days.

ADDENDUM

At the in-court hearing on this matter, counsel for Plaintiff, Alex Weingarten, stated that the factual recitals in the foregoing portions of this order were all correct. He

[3] Dkt. No. 17.

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then proceeded to argue, as was his right, that the legal analysis and conclusion were incorrect. However, Mr. Weingarten incorporated into his comments two contentions that turned out to be utterly unfounded. His remarks place in question whether he understands his obligation as an officer of the court to act with candor and in good faith.

First, Mr. Weingarten claimed that there is a Ninth Circuit case that had not been cited in his opposition papers but which requires a different conclusion than the foregoing. The case is *Sprewell v. Golden State Warriors*, 266 F.3d 979 (9th Cir. 2001). Mr. Weingarten represented that the case had not been cited because he faced time limitations in preparing the opposition papers. I agreed to review the *Sprewell* case before issuing an order and have now done so. It provides absolutely no support whatsoever for Plaintiff's contention that his defamation claim is not arbitrable. The *Sprewell* opinion does not deal with the construction of arbitration clauses or even the arbitrability of the dispute between the parties. Although it briefly discusses whether the Collective Bargaining Agreement authorized the arbitrator to impose certain punishments, that issue has no relevance or bearing here. For counsel to contend that the foregoing analysis in this Court's order would in any way be affected by, much less in conflict with, *Sprewell* is mind-boggling.

Similarly, counsel orally made another argument not incorporated into his opposition papers, to the effect that some recent ruling or statement of the Wallace-Kauffman arbitrator has given rise to a new basis for finding that Kauffman's defamation claim should not be sent to arbitration - - namely, that the arbitration agreement itself is "unconscionable." In making this pitch, counsel claimed that he had not argued unconscionability nor sought leave to do so in supplemental papers because I had precluded him from doing so, by rejecting stipulations that would have permitted such briefing. Not so. On March 16, 2007, the Court rejected a stipulation that would have permitted Kauffman to file an opposition on or before April 25, 2007 (almost six weeks later) and Wallace to file a reply on June 4, 2007 (another almost six week delay). The reasons the parties gave for such a lengthy extension of time were only that they "have various commitments in other cases . . . that require an extension of the briefing schedule and hearing date. In addition, lead counsel for both parties reside on the East Coast and need to coordinate their respective schedules to travel to California for the hearing." The parties said nothing about any developments involving the arbitrator or about needing more time to make an argument relating to unconscionability. Having been denied additional time, Plaintiff went ahead and filed a 25-page opposition on March 20, 2007.

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He said nothing about *Sprewell* and nothing about some new development giving rise to an unconscionability argument.

On March 23, 2007, the parties lodged another stipulation. This one would merely have changed the date of the hearing from today (April 2, 2007) to April 23, 2007. The reasons they gave only had to do with scheduling and travel problems. Mr. Weingarten said nothing at all about needing more time to present new substantive arguments or to prepare an application for leave to do so. In denying that stipulation, I informed the parties "All the lawyers may 'appear' telephonically on April 2, 2007; no travel is necessary. Reply papers due 3/26/07."

The Court trusts that in the future, whether on this case or other cases pending in this district, Mr. Weingarten will be scrupulous and precise in all of his representations to the court.

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